

ROUTING SLIP  
CONTRACTS AND AGREEMENTS

Originating Department: General Services

Council Meeting Date: 2/13/2014

Department Contact: Barry Crumrine

Phone # 256-427-5670

Contract or Agreement: Agreement

Document Name: Lease between the City of Huntsville and Recovery Services for 820 Memorial Pkwy

City Obligation Amount:

Total Project Budget:

Uncommitted Account Balance:

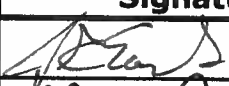
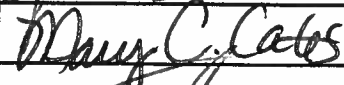

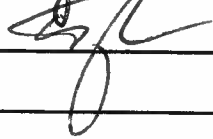
Account Number:

**Procurement Agreements**

<u>Not Applicable</u>	<u>Not Applicable</u>
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**Grant-Funded Agreements**

<u>Not Applicable</u>	Grant Name:
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Department	Signature	Date
1) Originating		1/27/14
2) Legal		2/4/14
3) Finance 		2/5
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

## CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number \_\_\_\_\_

Meeting Type: Regular

Meeting Date: 2/13/2014

Action Requested By:  
General Services

Agenda Item Type  
Resolution

Subject Matter:

Resolution Authorizing the Mayor to enter a lease agreement between the City of Huntsville and Recovery Services, Inc. for the lease of 820 North Memorial Parkway.

Exact Wording for the Agenda:

"Resolution Authorizing the Mayor to enter a lease agreement between the City of Huntsville and Recovery Services, Inc. for the lease of 820 North Memorial Parkway."

**Note: If amendment, please state title and number of the original**

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

The is a renewal lease agreement between the City of Huntsville and Recovery Services Inc.

Associated Cost:

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: 

Date: 1/27/14

**RESOLUTION NO. 14-\_\_\_\_\_**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the building located at 820 North Memorial Parkway, Huntsville, Alabama 35801-5830 is hereby declared surplus and no longer needed for a municipal purpose or public use; and

**BE IT FURTHER RESOLVED** that the Mayor be, and he is hereby authorized to enter into an lease agreement by and between the City of Huntsville and Recovery Services, Inc. for office space located at 820 North Memorial Parkway on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to the certain document attached hereto and identified as "Lease Agreement between City of Huntsville and Recovery Services, Inc." consisting of twelve (10) pages with the signature of the City Council President and an executed copy of said document being permanently kept on file in the Office of the City Clerk Treasurer of the City of Huntsville, Alabama

**ADOPTED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
President of the City Council of  
the City of Huntsville, Alabama

**APPROVED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Mayor of the City of Huntsville,  
Alabama

**STATE OF ALABAMA**

**COUNTY OF MADISON**

**Lease Agreement between  
the City of Huntsville,  
Alabama, and  
Recovery Services, Inc., for  
Office Space, at 820  
Memorial Parkway,  
Huntsville, Alabama**

**LEASE AGREEMENT**

THIS LEASE is executed at Madison County, Alabama, the \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between the City of Huntsville, Alabama, (hereinafter "Lessor") and Recovery Services, Inc., (hereinafter "Lessee" or "Tenant").

**1. DESCRIPTION OF PREMISES.**

**1.01** Lessor hereby leases to Lessee and Lessee leases from Lessor upon the term, covenants, and conditions set forth herein, those certain Premises located at 820 Memorial Parkway, Huntsville, Alabama 35801, specifically the building and appurtenant parking lot as depicted on Attachment "A" hereto. Such building is located at the corner of Memorial Parkway and Wheeler Avenue NW.

**2. TERM.**

**2.01** The term of this Lease shall be for a period of three (3) years, commencing on March 1, 2014 and ending at midnight on February 28, 2017.

**3. RENT.**

**3.01** Lessee agrees to pay Lessor, in advance, without deduction, offset, prior notice or demand, and the Lessor agrees to accept as rent for the Leased Premises, the sum of Two Thousand Nine Hundred Fifteen Dollars (\$2,950.00) per month. The rent shall be made payable to "The City of Huntsville" and shall be delivered to the Clerk-Treasurer of the City of Huntsville, Alabama, by the first day of each month of this Lease.

**4. DELIVERY OF POSSESSION.**

**4.01** This lease shall begin March 1, 2014. It is agreed that the Lessee's act of remaining on the Premises shall be regarded as conclusive proof that the structure is in good repair, and in satisfactory condition. The Lessor makes no representation or warranty that the Premises are suitable for the purposes for which the same are rented.

**4.02** If Lessor, for any reason or cause beyond its reasonable control, cannot deliver possession of the Leased Premises to Lessee at the commencement of the term of

**4.02** this Lease, this lease shall not be void or voidable, nor shall Lessor be liable to Lessee for any loss or damage resulting therefrom.

## **5. USE OF PREMISES.**

**5.01** The Lease Premises are to be used and occupied for the purpose of providing Court Referral Educational Services for the courts of Madison County and in accordance with the contract between Recovery Services, Inc., and the Alabama Office of Courts ("AOC") and Property Offense Intervention ("POINT"), including the Municipal Diversion Program and for no other purpose. The Lessee agrees that it will safely and quietly occupy the Premises and will not allow or permit any noxious or offensive activities to occur as a result of the Lessee's occupancy and business. Lessee shall promptly comply with all laws, ordinances, orders and regulations affecting the Leased Premises and their cleanliness, safety, occupation and use. Lessee will not perform any act or carry on any practices that may injure the building or be a nuisance or menace to Lessor, other Lessees, or adjoining premises.

**5.02** The Lessor shall assure that the Lessee has twenty-four (24) hours a day, seven (7) days a week access to the Premises.

**5.03** Lessee shall permit no waste of the property, but will take care of same, and upon termination of this Lease, Lessee shall surrender possession of the Premises in good, clean condition, normal wear and tear, damage by fire or the elements or unavoidable casualty excepted. Lessee shall comply with all governmental regulations as to use and occupancy and will not conduct or allow to be conducted any nuisance upon the Premises. On the vacating of the Premises, all keys must be returned to the Lessor.

**5.04** Lessee agrees to indemnify, hold harmless, and defend Lessor and the City of Huntsville, Alabama, from and against any and all losses, claims, liabilities, and expenses, including reasonable attorneys fees, if any, which Lessor may suffer or incur in connection with Lessee's use of the Premises.

## **6. UTILITIES AND MAINTENANCE.**

**6.01** Lessee shall pay all utilities to the Leased Premises including electric, water, sewer, waste removal and services in connection with the Leased Premises.

**6.02** Lessee shall replace defective fluorescent lights as needed. Lessee shall be responsible for maintaining the restrooms and providing toiletries for same. Lessee shall keep all plumbing and kitchen furnishings and appliances in good repair.

**6.03** Lessee agrees to cause the Leased Premises, including restrooms, to be cleaned and generally cared for. Lessee shall procure and pay for its own janitorial or custodial services for the Leased Premises. All other common areas shall be maintained by Lessor.

**6.04** Lessor shall continue to maintain landscaping appurtenant to the building in the same manner as the landscaping is maintained prior to the beginning of the lease term.

**7. ALTERATIONS.**

**7.01** Lessee shall make no additional alterations, additions, or improvements in or to the Leased Premises without the prior written consent of the Lessor. Any and all permanent fixtures and/or permanent improvements to the Leased Premises shall remain a part of the Premises at the expiration of this Lease and shall become the property of Lessor. All alterations, additions and improvements shall be readily removable without injury to the Premises or shall be and remain a part of the Premises at the expiration of this Lease, unless the Lessor demands their removal in which case Lessee shall immediately cause the removal thereof and shall be responsible for the cost thereof and also for any damage to the Premises caused by such removal.

**7.02** At the end of the lease term, all permanent fixtures and/or permanent improvements shall become the property of Lessor and Lessee shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

**8. DESTRUCTION OF PREMISES.**

**8.01** In the event that the Leased Premises are damaged by fire or other cause, including but not limited to casualty loss, peril, or Act of God, as to be rendered untenable, Lessor shall have no obligation to provide Lessee with replacement space nor any obligation to restore the Leased Premises and this Lease Agreement shall automatically terminate. Lessor has no obligation to provide or insure the Leased Premises or its contents against loss.

**8.02** Lessee shall insure against casualty all of Lessee's Personal Property on the Leased Premises and Lessor shall not be liable to Lessee for damage, loss or destruction of Lessee's personal property located on the Leased Premises regardless of cause. Lessor shall not be liable to Lessee for damage to or destruction of the Leased Premises regardless of cause.

**9. DISCLAIMER: AMERICANS WITH DISABILITIES ACT; HOLD HARMLESS.**

**9.01** Lessor makes no representation to Lessee that the Leased Premises or access thereto is in compliance with the Americans With Disabilities Act but expressly denies any representation of compliance therewith. Lessee shall comply with all other laws, statutes, ordinances, rules, orders, regulations and requirements of the federal, state, county and city government and of any and all their departments and bureaus applicable to said Premises.

**9.02** Lessee shall hold Lessor harmless from and against any claim arising from failure of the Leased Premises or any access thereto to comply with the Americans With Disabilities Act and Lessee further hereby covenants not to sue Lessor as a result of the Leased Premises or any access thereto failing to meet the requirements of the Americans With Disabilities Act. The obligations of Lessee under this Section shall survive any termination of this Lease.

**10. ATTORNEY'S FEES/COLLECTION CHARGES.**

**10.01** In the event of any legal action or proceeding between the parties hereto, reasonable attorney's fees and expenses of the prevailing party in any such action or proceeding may be added to the judgment therein. Should Lessor be named as a defendant in any suit brought against Lessee in connection with or arising out of Lessee's occupancy hereunder Lessee shall pay to Lessor its cost and expenses incurred in such suit, including a reasonable attorney's fee.

**11. ENTRY BY LESSOR.**

**11.01** When accompanied by an authorized representative of the Lessee, Lessee shall permit Lessor and Lessor's agent to enter the Leased Premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining the Building or for the purpose of making repairs, alterations or additions to any portion of the Building including the erection and maintenance of such scaffolding, canopies, fences and props as may be required for repairs or for the purpose of showing the Premises to prospective Lessees during the last thirty (30) days of this Lease without any liability to Lessee for any loss of occupation or quiet enjoyment of the Leased Premises thereby occasioned.

**12. WAIVER.**

**12.01** No waiver of any condition or covenant of this Lease by the Lessor shall be deemed to imply or constitute a further waiver by the Lessor of any other condition or covenant of this Lease. The rights and remedies created by this Lease are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

**13. INDEMNIFICATION BY LESSEE.**

**13.01** Lessee shall indemnify and hold harmless Lessor and the City of Huntsville, Alabama, including all their elected or appointed officers, appointees, officers, and employees, against and from any and all claims for damage or injury to persons or property arising solely and proximately from the Lessee's use of the Leased Premises or the conduct of its business or from any activity, work, or thing done, permitted or suffered by the Lessee in or about the Leased Premises, and shall further indemnify and hold harmless Lessor against and from any and all claims arising from any negligent fault or omission of the Lessee or of its agents or employees and from and

against all costs, attorney's fees, expenses, liabilities incurred in or about such claim or any action or proceeding brought thereof and in case any action or proceeding be brought against Lessor by reason of any such claim. Lessee upon notice from Lessor shall defend the same at Lessee's expense. The obligations of Lessee under this Section arising by reason of any occurrence taking place during the term of this Lease shall survive any termination of this Lease.

#### **14. GOOD ORDER AND REPAIR.**

**14.01** Lessor shall maintain the exterior structure including exterior walls, roof and HVAC system. Lessee is responsible, at its own expense, for keeping and maintaining the interior of the Leased Premises in a clean, sanitary and good condition unless otherwise set forth herein. Lessee shall not injure, overload or deface the Building including the interior walls. The water closets and other water apparatus shall not be used for any other purposes than those for which they are constructed and no sweepings, rubbish, sanitary napkins or other obstructing substances shall be thrown therein. Lessee shall be responsible for any and all repairs to the Leased Premises unless specifically stated otherwise herein.

**14.02** Lessor shall be responsible for the preventive and routine maintenance to the heating, ventilating and air conditioning system. Maintenance made under this Paragraph shall be made at Lessor's expense.

#### **15. SIGNS**

**15.01** Lessor shall have the right to approve the placement of signs and the size and quality of the same. Lessee shall place no exterior signs on the Leased Premises without the prior written consent of Lessor. Any signs not in conformity with the Lease may be immediately removed by Lessor. All signage must conform to applicable laws, ordinances, and regulations.

#### **16. ASSIGNMENT AND SUBLETTING.**

**16.01** Lessee shall not assign, mortgage or hypothecate this Lease or any interest in this Lease or permit the use of the Leased Premises by any person or persons other than Lessee nor sublet the Leased Premises or any part of the Leased Premises. Any transfer of this Lease from Lessee by merger, consolidation or liquidation shall constitute an assignment for purposes of this Lease. Any attempted assignment or subletting without Lessor's consent shall void this Lease and shall, at the option of the Lessor, terminate this Lease.

#### **17. NOTICES.**

**17.01** All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations under this Lease by either party to the other shall be in writing and shall be sufficiently given and served upon



the other party, if sent by certified mail, return requested postage prepaid, or overnight courier and addressed as follows:

To Lessee, addressed to the last known post office address of Lessee or to the Leased Premises:

RECOVERY SERVICES, INC.  
301 Godfrey Avenue  
Fort Payne, Alabama 35967

To Lessor, addressed to Lessor at or to such place as Lessor may from time to time designate by notice to Lessee:

City of Huntsville  
ATTN: Office of City Attorney  
308 Fountain Circle  
Huntsville, Alabama 35801

## **18. SURRENDER OF PREMISES.**

**18.01** Lessee agrees to surrender to Lessor, at the end of the term of this Lease and/or upon any cancellation of this Lease, said Leased Premises in good condition ordinary wear and tear excepted. Lessee agrees that if Lessee does not surrender to Lessor said Leased Premises at the end of the term of this Lease, or upon cancellation of the term of this Lease, then Lessee will pay to Lessor reasonable damages the Lessor may suffer on account of Lessee's failure to so surrender the possession of said Leased Premises and will indemnify Lessor on account of delay of Lessor in delivering of said Premises to any succeeding Lessee insofar as such delay is occasioned by failure of Lessee to so surrender said Premises. In addition, the Lessor may charge Lessee for failure to so surrender the possession of said Premises an amount equivalent to one and one-half (1 ½) times the monthly rental due and payable to Lessor on demand made to Lessor by Lessee for each succeeding thirty (30) day period or part of thereof that Lessee remains in possession.

## **19. EFFECT OF HOLDING OVER.**

**19.01** If Lessee should remain in possession of the Leased Premises after the expiration of the Lease term and without executing a new Lease, then such holding over shall be construed as a tenancy from month-to-month, subject to all the conditions, provisions, and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy.

## **20. ROOF REPAIRS.**

**20.01** Should the roof of the Building leak at any time during said term, due to no fault on the part of the Lessee, the Lessor shall repair the same within a reasonable

time after being requested in writing by the Lessee to do so, or terminate this Lease upon thirty (30) days written notice (in its sole discretion) but in no event shall the Lessor be liable for damages or injuries arising from the failure to make said repairs after being so notified except to the extent of the reasonable cost of repairing said roof; nor shall the Lessor be liable for damages or injuries arising from the failure to make said repairs after being so notified except to the extent of the reasonable cost repairing said roof; nor shall the Lessor be liable for damages or injuries arising from defective workmanship or materials, the Lessee hereby expressly waiving the same. The Lessor and its agents shall not be liable for any deaths, injury, loss, or damage resulting from any repair or improvement undertaken, voluntarily or involuntarily, by or on behalf of the Lessor, other than willfully wrongful acts of the Lessor.

## **21. MISCELLANEOUS PROVISIONS.**

A. Whenever the singular number is used in this Lease and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neutral genders. "Person" shall include corporation, firm, or association. If there be more than one Lessee then the obligations imposed upon Lessee under this Lease shall be joint and several.

B. The headings or titles to paragraphs of this Lease are descriptive and for convenience only and are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease.

C. This instrument contains all of the agreements and conditions made between the parties of this Lease and may not be modified orally or by any manner other than by agreement in writing signed by all parties to this Lease.

D. Time is of the essence of each term and provision of this Lease.

E. Except as otherwise expressly stated, each payment required to be made by Lessee shall be in addition to and not in substitution for other payments to be made by Lessee.

F. Subject to Paragraph 16, the terms and provisions of this Lease shall be binding upon and inure to the benefits of the heirs, executors, administrators, successors, and assigns of Lessor and Lessee.

G. All covenants and agreements to be performed by Lessee under any of the terms of this Lease shall be performed by Lessee at lessee's sole cost and expense and without any abatement of rent.

H. Where the consent of the Lessee is required, such consent will not be unreasonably withheld.

I. This Lease shall create the relationship Lessor and Lessee between Lessor and Lessee, no estate shall pass out of Lessor: Lessee has only a usufruct not subject to levy and or sale and not assignable by Lessee.

J. This agreement, its application, enforcement and jurisdiction shall be construed under the laws applicable in the State of Alabama.

K. The invalidity, illegality, or unenforceability of any provision in this Lease Contract shall not render the other provisions invalid, illegal, or unenforceable.

## **22. HAZARDOUS SUBSTANCE.**

**22.01** Lessee shall not generate, store, handle or dispose of any hazardous waste or hazardous substance (to include asbestos) or toxic substance in or about the Building or land on which the building is located. For the purposes of this Article "hazardous substance" shall mean material which may be dangerous to health or to the environment, including, but not limited to all "hazardous materials", "hazardous substances" and "oil", as defined in any federal, state, or local ordinance, law, regulation or otherwise.

**22.02** Lessee agrees to hold harmless and indemnify the Lessor, its elected and appointed officials, its employees, agents, volunteers, contractors, and invitees against and from any and all costs or claims for damage or injury to persons or property, including but not limited to attorney's fees, expenses, and liabilities incurred in or about such claim or any action or proceeding brought thereof, resulting from the presence of, release of, contamination by, or the remediation of any hazardous substances, materials, or wastes which were placed on or in the Leased Premises on any adjacent property during the term of this Lease which were placed there solely by the Lessee. The obligation of the Lessee under this provision arising by reason of any occurrence taking place during the term of the Lease shall survive any termination of this lease.

## **23. RULES AND REGULATIONS.**

**23.01** Lessee agrees to abide by all reasonable rules and regulations in regard to the Building. Lessee shall faithfully observe and perform such rules and regulations, as modified or supplemented from time to time by the Lessor, and the Lessee shall further be responsible for the compliance with such rules and regulations by the Lessee's employees, its invitees, agents, servants or visitors.

**IN WITNESS WHEREOF**, the parties hereto have affixed their hands, or, when appropriate have caused this instrument to be executed by duly authorized officers with the appropriate seal of the organization, the day and year first above written.

**ATTEST:**

**LESSOR:**

**City of Huntsville, Alabama**


By: \_\_\_\_\_  
**Tommy Battle, Mayor**

Date: \_\_\_\_\_


**ATTEST:**

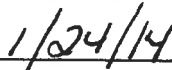
**LESSEE:**

**Recovery Services, Inc.**

 \_\_\_\_\_

By:  \_\_\_\_\_

Its:  \_\_\_\_\_

Date:  \_\_\_\_\_